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The Solicitors' Journal

VOL. LXXVII. Saturday, October 28, 1933. No. 43

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Current Topics.

The Home Office Circular.

In a circular issued by the Home Office on 21st October to justices and local authorities throughout the country some of the changes to come into force on 1st November, 1933, under the Children and Young Persons Act, 1933, are dealt with. The object of the reforms is stated to be the rendering of the treatment of children and young persons more than ever educational rather than punitive. The words "reformatory school" and "industrial school" are no longer to be used and their place is taken by "Home Office Schools" and "Approved Schools." The success of the training given in Home Office Schools, states the circular, is beyond dispute. Careful records, based on the careers of pupils for three years after they have left the schools, show that 85 to 90 per cent. do well and give no ground for further anxiety. The cost of maintaining children sent to approved schools by the courts is borne in equal proportions by the Exchequer and by local authorities. Every effort is made to keep the cost of the schools as low as possible, the flat rate payable at present by local authorities being 14s. a week. Special attention is given to manual work in wood and metal, open-air work in farms and gardens and training in health and physical development. It is a recognised principle of the school system, states the circular, that boys and girls should be placed at an employment as soon as their progress makes this possible, and the managers were empowered to release them on licence at any time during the period of detention, though the consent of the Home Secretary was necessary during the first twelve months. A good system of after-care was regarded as an important feature of the system. The method of supervision which had proved most successful was the appointment of an officer of the school or some friend on the spot to take an interest in the boy or girl after release. The value of the work of reclamation is sufficiently demonstrated by the fact that between 85 and 90 per cent. of those trained at industrial schools are trained successfully while the percentage of successes in Borstal institutions is 65. The fact that 11,788 of the 59,367 persons found guilty of indictable offences in 1931 were under sixteen, indicates the magnitude of the problem, and legislation like the new Children's Charter ought to go far towards turning the errant child into a good and loyal citizen.

Scienter and Master and Servant.

In what circumstances can a servant's knowledge of his dog's viciousness be imputed to the master so as to make him liable for injury caused by the dog to a human being? In *Knott* v. *London County Council* (*The Times*, 21st October), the Court of Appeal in dismissing an appeal from the Divisional Court, held that the London County Council were not liable where a schoolkeeper in their employment had a pet dog which he knew was savage and which bit a cleaner employed at the school. The Lord Chief Justice distinguished the cases of *Baldwin* v. *Casella*, L.R. 7 Ex. 325, where the master was the owner of the dog, so that the servant's knowledge of the dog's viciousness could be imputed to him, and *Stiles* v. *Cardiff Steam Navigation Corporation*, 33 L.J. Q.B. 310, where the dog was kept for guarding and protecting the premises of the corporation. The dog belonged to the schoolkeeper and was kept as a pet and not to guard the premises. Lord Wright pointed out that not only the common law, but also the Legislature in the Dogs Act, 1906, had recognised that a dog was naturally so associated with a particular master that responsibility for its acts should depend on ownership or possession and control neither of which could be predicated of the Council with regard to the defendant's dog. Lord Wright said that the real test of responsibility was not ownership, but possession and control. In *M'Kane* v. *Wood*, 5 C. & P. 1, it was actually proved that the defendant was not the owner, and Lord Tenterden, C.J., said that it was immaterial whether he was or not, but if he kept it, that was sufficient. The mere fact that it is on a defendant's premises was held in *North* v. *Wood* [1914] 1 K.B. 629, not to be sufficient evidence of liability. In that case it was proved to be in the control of the defendant's daughter, who was also the owner of the dog. The difficulties in the way of bringing home the scienter of the servant to his master were well illustrated in *Colget* v. *Norris* (1886), 2 T.L.R. 471 and *Cleverton* v. *Uffernel* (1887), 3 T.L.R. 509, in both of which cases the servant had knowledge which the master did not possess. In the present instance as it was no part of the schoolkeeper's duty to keep a dog, and he only kept it as a pet, the defendants not only did not know of the dog's viciousness, but did not even know of its existence.

Text-books as Authorities.

The author of a recent work, in discussing the authoritative value of text-books, says that "a writer on law is not in any proper sense an authority during his lifetime, unless he is raised to the Bench. After his death his works acquire an authority, varying in degree according to the reputation he may have attained." The statement raises two interesting questions: first, why a text-book should acquire a binding force or something equivalent thereto when its author has been raised to the Bench; and, secondly, what reason, if any, is there in logic why the writings of a man should receive a new value when he himself passes away. To the first of these

propositions the answer appears to be that it is not well founded; in other words, the writings of an author who has been raised to the Bench thereby acquire no additional authoritative value. More than once the late Sir EDWARD FRY protested against the notion that his standard work on "Specific Performance" could be regarded as a book of authority after he became a judge. As he pointed out in the preface to one of the editions, it is one thing for a writer to arrive at a conclusion of law in the quietude of his study, and quite another thing to come to a decision on the same point after a full argument in court. Not very long ago a statement of law penned, or at all events approved, by a very distinguished judge was found on close examination in the Court of Appeal to be erroneous. It may be said, however, that an advocate who finds a writer who has reached the Bench stating the law in a way favourable to his case regards himself as well armed for the forensic fray, but he should remember that it may not commend itself to the tribunal to which he presents it. With regard to the second of the propositions mentioned, namely, that the treatise of an author receives a kind of sacrosanctity by the mere fact that he is dead, it is difficult to find any logical basis for its support. The late Lord HALSBURY declared that the law is not logical, and although the dictum has evoked a certain amount of criticism it remains true in substance, and we may say the same of lawyers in their treatment of legal text-books.

Misdescription in Particulars.

WHERE a purchaser buys, either at an auction sale or by private contract, property described as "leasehold," can he refuse to complete on the ground that the property is in fact held on underleases? This question was answered by the Court of Appeal as long ago as 1888 in *In re Beyfus and Master's Contract*, 39 Ch.D. 110, where FRY, L.J., said, at p. 115: "It was argued that an underlease is the same thing as a lease, or better. In some respects it may be better, but it is not the same, and in some respects it is worse." This decision was recently followed by the Court of Appeal in *In re Russ and Browne's Contract* (77 SOL. J. 749), in which the purchaser bid for property described in the particulars of sale as "the eight leasehold dwelling-houses, known as 11 to 20 inclusive, All Saints' Street, King's Cross." The property was sold subject to special conditions and to the National Conditions of Sale. Under special condition 9 the title was to begin with the leases under which the respective properties were held. Paragraph 6 (1) of the National Conditions of Sale provided that "the abstract of title to leasehold property shall (unless otherwise provided) commence with the lease or underlease creating the term sold," and by para. 6 (3) no objection or requisition was to be made on account of the property sold being held by underlease if such was the fact. The purchaser discovered on investigation of the title that the property was not held on head lease as he had been led to believe, but on two underleases. The Master of the Rolls in his judgment said that para. 6 (3) of the National Conditions of Sale did not affect the position that "lease" did not include "underlease," and held that the vendors had not made out a title which the purchaser could accept. The appeal was therefore dismissed with costs.

What is a Ship?

THE question before the court in *The James and the Champion* (*The Times*, 6th October), in which a Divisional Court of the Probate, Divorce and Admiralty Division dismissed an appeal from Judge SHEWELL COOPER, given in the Mayor's and City of London Court, was somewhat reminiscent of the classic riddle, "when is a door not a door?" His Honour had held that a dumb barge which was not *per se* a ship within the meaning of the statutes, nevertheless did become a ship for the purpose of invoking the Admiralty jurisdiction of the court by reason of the fact that at the time of the collision under consideration it was in tow of a steam tug. The "ship" involved in the collision was a canal barge 77 feet 8 inches long, fitted with rowing chocks and a rudder. By s. 3 of the County Courts Admiralty Jurisdiction Act, 1868, power was conferred on county courts having Admiralty jurisdiction to try and determine (*inter alia*) claims for damages by collision where the amount claimed does not exceed £300. By s. 4 of the County Courts Admiralty Jurisdiction Amendment Act, 1869, this jurisdiction is extended to "all claims for damages to ships whether by collision or otherwise," for amounts not exceeding £300. Section 2 of the Admiralty Courts Act, 1861, provides that a "ship" includes any description of vessel used in navigation not propelled by oars. Both the President and Mr. Justice BATESON were of opinion that the appeal should be dismissed. The President disagreed with the court below in holding that a barge propelled by a steam tug thereby became a "ship," but held that under the old Admiralty jurisdiction, which was transferred to the county courts by the Act of 1868, there was power to entertain an action for damage by collision between two vessels, one of which was at all events a ship, irrespective of whether the vessel which was a ship was the plaintiff or the defendant. Mr. Justice BATESON, however, agreed with the court below that a dumb barge became a ship when towed by a steam tug, and also agreed with the President on the point with regard to jurisdiction. Had both plaintiff and defendant been barges propelled solely by oars, the county court would clearly have had no jurisdiction (*Everard* v. *Kendall* (1870), L.R. 5 C.P. 428), but it is clear also that where the plaintiff is a ship and the defendant is not a ship the case is within the Admiralty jurisdiction of the county court. There are, however, several cases in which claims for damage to objects which are not ships have been held outside the county court jurisdiction: *Robson* v. *The Kate* (1888), 21 Q.B.D. 13; *The Normandy* [1904] P. 187; *The Upcerne* [1912] P. 160. On the other hand, it was held in *The Warwick* (1890), 15 P.D. 189, where a fishing smack ran into the trawling gear of another smack and injured the trawl, that a claim by the owners of the trawl was within the county court jurisdiction. "Ships are but boards," as SHAKESPEARE said, but in questions of Admiralty jurisdiction problems of a subtlety undreamed of by mere poets or sailors arise.

Distraint on Furniture for Tithe.

A NOVEL point in connection with the levying of distress tithe rent-charge was raised on 13th October before the Divisional Court in *Queen Anne's Bounty* v. *Thorne* (77 SOL. J. 764). The appeal was from the decision of a County Court judge that household furniture could lawfully be seized for tithe rent-charge, and that in any case ten days' notice of intention to distrain need not be given. Mr. Justice SWIFT and Mr. Justice DU PARCQ delivered judgments allowing the appeal from the decision of the County Court judge, the former citing his own previous decision in *Warden and Scholars of New College, Oxford* v. *Davison* (77 SOL. J. 589), to the effect that it was necessary to comply with s. 81 of the Tithe Act, 1836, by giving ten days' notice to the landowner before levying a distress on his goods and chattels. With regard to the other point as to what chattels could be seized, so far as his lordship knew, the question had never been raised before. Before 1836, disputes occurred with regard to what was titheable, what was a tenth and what was its value, but in 1836 an Act was passed for the commutation of tithe in England and Wales, and since that date the owner received a money payment. He was also given a right of distress, and the question was whether that right extended to all goods or only to such as were titheable before 1836. There was nothing in the section to limit the right of distress, and therefore, the person entitled might distrain anything that was on the land and the County Court judge was right on that point. The appeal was allowed, but leave to appeal on both points was granted.

Treble Damages for Pound-Breach.

By the Distress Act (2 Wm. & M. sess. 1, cap. 5, s. 4, 1689), "upon any pound-breach . . . of goods or chattels distrained for rent, the person or persons grieved thereby shall . . . recover his and their treble damages and costs of suit against the offender or offenders in any such . . . pound-breach, . . . or against the owners of the goods distrained in case the same be afterwards found to have come to his use or possession." The application of this section is a frequent source of difficulty, and in this article it is proposed to consider the more salient aspects of the matter.

1. The Plaintiff.

The action for treble damages lies at the instance of "the person or persons grieved" by the pound-breach, and by such persons only. Thus, proceedings under the Act may be brought by a landlord, but not by the bailiff (*Berry* v. *Huckstable* (1850), 14 Jur. 718), though if the bailiff has suffered injury the landlord can recover in respect of such injury (*Alwayes* v. *Broom* (1695), 2 Lut., 1259, at p. 1262).

2. The Defendant.

The Act would appear to be quite clear on this matter; in so many words, it renders liable to treble damages either (*a*) the offender actually perpetrating the pound-breach, or (*b*) the owner of goods distrained which, after the pound-breach, are found to have come to his use or possession. This latter provision would appear to dispense with the necessity of proving knowledge on the part of the owner of the goods that a pound-breach had been committed, and, indeed, it may well have been the intention of the Legislature to regard the mere fact of possession as indicating guilty participation by the owner in the pound-breach. However that may be, the wording of the Act has not been strictly interpreted in this way. Thus, in *Castleman* v. *Hicks* (1842), Car. & M. 266, two days after cattle had been distrained and impounded they were missing and were subsequently found in the barn of the defendant, who had previously claimed them as his property; in an action for treble damages and costs for pound-breach, Coleridge, J., in summing up, said (at p. 269):—

> "The questions for you on this record are, first, was the pound broken by any other than cattle? And, secondly, if it were so, then was the defendant the person who broke it? . . . It is for you to say whether his subsequent detention of it showed he was the person who took it."

The report ends, "Verdict for the defendant," and this case must therefore be regarded as benevolently establishing that actual participation in the pound-breach must be proved against the owner of goods distrained in order to make him liable for treble damages.

A further limitation on the operation of the statute must be noted. In *Harris* v. *Thirkell* (1852), 20 L.T. (o.s.) 98, where goods fraudulently removed by a tenant to avoid a distress for rent were followed and distrained within thirty days on the premises of a third party (by virtue of 11 Geo. 2, c. 19, s. 1), and were afterwards rescued by such third party, the court queried whether an action for treble damages would lie against such third party, but (apart from expressing their opinion that it was "doubtful" that the action would lie) came to no decision on the point. In effect, the court appears tacitly to have adopted the argument of counsel for the third party that, "the Statute 2 Wm. & M., sess. 1, c. 5, s. 4, does not apply to the case of goods followed and distrained off the premises. Section 4 might be read thus: that 'upon any pound-breach, etc., of goods or chattels distrained *on the premises* for rent due, etc.'"

3. The Measure of Damages.

The measure of damages recoverable under the Act is expressed to be "treble." Generally, this means three times the value of the goods distrained, and the practice in these cases is to take the sum returned by the jury, and, without further communication with them, to treble the amount (*Attorney-General* v. *Hatton* (1824), 13 Pri. 476; *Buckle* v. *Bewes* (1825), 4 B. & C. 154). Apparently this is so because the Act contemplates the total loss of the goods seized. But if pound-breach of goods £10 in value were committed and the landlord later recovered possession of them, it could scarcely be argued that the measure of damages in such a case would be $3 \times £10 = £30$; rather, a sum should first be fixed as compensating the landlord for the temporary deprivation of the goods sustained by him, and then that sum multiplied by three.

The action is, however, maintainable by the landlord without proof of any special damages suffered by him. Thus, in *Kemp* v. *Christmas* (1898), 79 L.T. 233, a landlord had sued his bailiff in the Mayor's Court for negligence in allowing a pound-breach to take place, and recovered £40 (the value of the goods); he had then sued the parties who had committed the pound-breach for treble damages, but Ridley, J., had directed the jury to return a verdict for the defendants on the ground that the plaintiff had suffered no damage. Ordering a new trial, Smith, L.J., said (at p. 234):—

> "In my view the plaintiff had a clear right not to have his pound invaded by the defendants, and could sue them for having invaded that right, even though he proved no special damages, for he was entitled at any rate to nominal damages."

Later in his judgment the learned lord justice makes it clear that the measure of damages is by no means necessarily restricted to three times the value of the goods, and says that it is open to the plaintiff in such a case to prove "that he had sustained damages *ultra* the loss of the goods distrained which represented his rent." Nice arithmetical calculations can arise from following the suggestion of Rigby, L.J., in the same case that possibly "the proper course was to treble the damages before deducting the sum recovered in the Mayor's Court."

4. Costs.

Treble costs are no longer recoverable in an action for pound-breach, but by the Limitation of Actions and Costs Act, 1842, s. 2, the landlord is entitled to "a full and reasonable indemnity as to all costs and charges in and about the action." In *House Property Company of London* v. *Whitman* [1913] 2 K.B. 382, when county court costs of a pound-breach action were being taxed, the plaintiff was held entitled to recover costs reasonably incurred *preliminary* to the action itself, including the costs of counsel's opinion.

5. Miscellaneous Matters.

The action for treble damages lies regardless of whether notice of the distress has been given or not (*Belasyse* v. *Burbridge* (1695), 1 Lut. 213) and it is quite immaterial whether the goods have been impounded on or off the demised premises (Distress for Rent Act, 1737, s. 10). Thus in *Firth* v. *Purvis* (1793), 5 T.R. 432, the plaintiff had distrained four pipes of beer for arrears of rent, and impounded them in a convenient part of the demised premises, where they were later seized and carried away by the defendant, and on these facts he was held liable to treble damages. The same case also affords authority for the proposition that in an action under the Act of 1689 it is no defence to say that after the goods had been impounded tender of the arrears of rent had been made to the landlord and refused.

Is the action a penal one? Reading the words of the statute, the answer to this question would appear clearly to be in the affirmative, because it obviously rests not on compensation to the "person grieved," but on punishment of the "offender," and one may note in passing that in *Jones* v. *Williams*, 4 M. & W. 375, an action of debt on the Statute 11 Geo. 2, c. 19, for the double value of goods fraudulently removed from the premises of a tenant was held to be a penal action. In *Castleman* v. *Hicks*, *supra*, however, it was said that

the action for treble damages is *not* a penal action within 21 Jac. 1, c. 4, s. 4, and that therefore a defendant could not raise all matters of defence under a simple plea of "Not guilty by statute." On the other hand, in *Jones* v. *Jones* (1889), 22 Q.B.D. 425, Lord Coleridge was emphatically of the opinion that the action was penal in nature, and therefore held that the plaintiff was not entitled to an affidavit of documents. This view is adopted by Bullen ("Distress," p. 250), and, if it be correct, it follows that such proceedings under the Act of 1689, being an action to enforce penalties in favour of the party grieved, must be brought within the two years prescribed by the Civil Procedure Act, 1833, and not within six years as is the case in most actions for tort.

Statutes and Departmental Orders.

A POINT UNDER THE CHILDREN AND YOUNG PERSONS ACT, 1933.

THE inconvenience of the method now frequently adopted by Parliament of not specifying the date of commencement of a new Act, but allowing it to be brought into force piecemeal by departmental order, seems to be illustrated in the judgment of Mr. Justice Horridge in a recent case heard before him at the Norwich Assizes. According to a report in the *Eastern Daily Press* of the 17th October, a young man of between sixteen and seventeen years of age pleaded guilty to a charge of having carnal knowledge with a girl under sixteen. His lordship said, continues the report: "the accused person was under seventeen years of age and under the Act he could not sentence him to imprisonment, or send him anywhere except to a remand home for a month. By the wisdom of Parliament a young man up to seventeen was evidently entitled to have intercourse with a girl under sixteen, and the only penalty would be one of a month in a remand home. He (the judge) "could only say that he must have one month in a remand home."

It would seem that the learned judge was anticipating by nearly a fortnight the coming into force of the statutory provisions which were the subject of his obviously ironical remark. The privileged position of a person between sixteen and seventeen years of age has been brought about in this way. The Children Act, 1908, defined a "young person" as one who was fourteen years of age and upwards and had not attained the age of sixteen years and provided (s. 102) that a young person should not (unless of an unruly or depraved character) be sentenced to imprisonment, and (by s. 106) substituted for imprisonment custody for not exceeding one month in a "place of detention" where the court considered that none of the other methods in which the case might be legally dealt with was suitable. Recent legislation to amend the 1908 Act has been carried out in what lawyers may justifiably call a very muddled way. First the Children and Young Persons Act, 1932, an Act of ninety sections, and several schedules, *prospectively* amended the 1908 Act in various ways, amongst others by substituting the attainment of seventeen years for sixteen years as the limit of age for "young persons" and substituting "remand homes" for "places of detention" to which young persons could be sent for detention in lieu of imprisonment. We say "prospectively" as the last section of the Act provided that it was only to come into operation on such date as a Secretary of State might appoint, and power was given to appoint different dates for different portions of the Act. In pursuance of this power the Home Secretary issued two orders in 1932 (S.R. & O. 850 and 1012) bringing into force some ten sections of the Act which did not include the two provisions above referred to as to young persons and remand homes.

The next step was for Parliament to pass in April last the Children and Young Persons Act, 1933, to consolidate and amend the law. This Act, which repeals a large part of the 1908 Act and the greater part of the 1932 Act, contains the extraordinary provision that it is to come into force on the first day on which by virtue of orders made by the Secretary of State all the provisions of the Act of 1932, except s. 51, will be in operation in England. By an order made on 1st July last (S.R. & O. 663) the Home Secretary ordered that all the provisions of the Act of 1932, except s. 51, should so far as not already in operation (as the result of the two orders of 1932 above mentioned) come into operation on the 1st November, 1933. The result, of course, is that the main parts of the Act of 1932 come into force at the same time as they are repealed and replaced with amendments by the Act of 1933. The order has the effect of bringing into force as from 1st November the amendment of the definition of "young person" in the Act of 1932, and the new Act of 1933 contains a similar definition of the expression. The latter also contains new enactments in substitution for those never brought into force of the 1932 Act (except to be repealed) as to the provision of remand homes, and for confinement of young persons for not exceeding one month in such homes in lieu of awarding them sentences of imprisonment.

It would appear therefore, from the report, that the attention of Mr. Justice Horridge in the case above referred to was not called by either the counsel for the prosecution or the defence to the facts set out above, and that the learned judge in effect imposed a sentence of detention in a place (a remand home) which was not technically in existence (although it might ultimately be the same place as the previously existing "place of detention" under the 1908 Act), and one which at the moment had not been prescribed as a correct one for a youth of over sixteen years of age.

Distributable Shares of Missing Beneficiaries.

[CONTRIBUTED.]

WHEN a person has been absent for seven years without having been heard of, there is a presumption of law that he is dead, but, notwithstanding this presumption, some practioners still think that it is necessary to make an application to the court before they can distribute the estate with absolute safety, and this article is written for the purpose of showing that such proceedings are quite unnecessary, and that trustees or personal representatives can distribute the assets of the estate in which the missing person has a claim, after advertising and otherwise complying with the other statutory requirements.

Even in the case of debts due from a deceased person prior to the Law of Property Act, 1859 (22 & 23 Vict., c. 35), commonly known as Lord St. Leonard's Act, a personal representative remained liable to creditors, notwithstanding all precautions had been taken to see that the debts had been paid, and, indeed, absolute safety could only be obtained in an administrative action.

That Act, however, made a great change in the law and s. 29 provided that where a personal representative had given such notices as would have been directed by the court in an administrative suit, then at the expiration of the time named in such notices the personal representative could distribute the assets, and should not be liable for the same or any part thereof so distributed to any person of whose claim the personal representative had not had notice at the time of distribution of such assets, or part thereof, as the case may be.

In the year 1876, in *Newton* v. *Sherry*, 1 C.P.D. 246, it was held that s. 29 of this Act was not confined to claims of creditors of a testator or intestate, but applied equally to claims of next-of-kin, so that where a daughter had left home at an early age, changed her name, and without notice to any of her relatives went to America and returned to England some seventeen years later, and found that her mother was dead,

and that her sister had taken out letters of administration and had distributed the assets of the estate, after giving notice by advertisement in accordance with the provisions of Lord St. Leonard's Act, it was held that under the circumstances the sureties in an administration bond were not liable for the wrongful administration of the estate.

Lord St. Leonard's Act, however, only applied to executors and administrators administering deceased estates, and, therefore, did not apply to trustees of settlements. It has also been held not to apply to real property: see *Re Carey & Lotts Contract* [1901] 2 Ch. 463.

The law on this subject has now been materially altered by the Trustee Act, 1925, s. 27, which repeals Lord St. Leonard's Act and enables trustees of a settlement, or of a disposition on trust for sale, as well as personal representatives, to make a conveyance or distribution of both real and personal estate after having given such notice by advertisement in the *Gazette*, a daily London newspaper, and, if the property includes land outside London, in a daily or weekly newspaper, in the district in which the land is situate; the section further provides for such other like notices, including notices elsewhere than in England and Wales, as would in any special case have been directed by a court of competent jurisdiction, such notice to be not less than two months from the time fixed in the advertisement, provided that nothing in such notice (*a*) shall prejudice the right of any person to follow the property into the hands of any person, other than a purchaser; (*b*) shall free a trustee or personal representative from any obligation to make a search or obtain an official certificate similar to that which an intending purchaser would be advised to make.

It is also important to remember that this section applies notwithstanding the fact that the will or instrument creating the trust attempts to exclude it: see sub-s. (3).

In conclusion, in view of the fact that one sees in the daily newspapers advertisements of applications by trustees to the court by way of originating summons that missing persons shall be presumed to be dead, one cannot help thinking much time and expense could be saved by carrying out the procedure as laid down by s. 29 of the Trustee Act, 1925.

Company Law and Practice.

Meetings of Directors.

I THINK that most company practitioners will admit that the conduct of the board meetings of not a few companies leaves a great deal to be desired; at any rate, so far as the regularity of the proceedings from a legal point of view is concerned. While the internal affairs of the company are proceeding smoothly no questions arise. But as soon as the board of directors splits itself into factions and squabbles start, the legality of the proceedings at meetings of the board becomes very material. Occasionally it happens that nothing can be done. The chairman has perhaps exercised his casting vote in vain and there is a complete deadlock. In such a case it may be that the only practical course to pursue is to wind the company up. The court has power to do this under s. 168. In a case where there was a complete deadlock in the management of the company the court held that it was "just and equitable" that the company should be wound up: see *Sailing Ship "Kentmere"* [1897] W.N. 58. But the court is, in general, not disposed to interfere in the internal affairs of companies, and prefers to allow directors to conduct their affairs and meetings in any manner they choose to adopt. But once having adopted a definite code of rules for regulating their affairs, they must, of course (subject to their alteration), rigidly adhere to them. In small companies, where the board is not numerous, it frequently happens that one or two directors endeavour to control the board by overriding the wishes of their less strong-minded co-directors, and this very easily leads to irregularities. I propose, therefore, to-day to touch upon one or two details in connection with the rights of directors at meetings, and generally in their capacity as directors of the company, having particularly in mind a director who represents a minority on the board, and who may be somewhat uncertain as to the exact extent of his rights. I am fully aware that, as the rights of a director are usually determined at any rate in broad outline by the articles of the company, it is a somewhat difficult task to pick out only those rights which apply to a director as such, apart from the regulations of a particular company. There have been numerous decisions of the courts, however, which have a fairly general application, and which may be useful to consider here. Their application must, however, be taken to be to an extent subject to the regulations of each individual company.

Before we go on to consider these rights in detail I want to refer to a question which is very frequently asked, and that is: to what extent can the acts of the directors be upset by the company in general meeting? Now the answer to this question depends upon what powers the company has delegated to its board of directors. The company usually adopts an article in some form similar to that of Art. 67 of Table A. Article 67 places the conduct of the business of the company in the hands of the directors, and gives them the exercise of all powers which are not by the Act or the articles exercisable only by the company in general meeting. It furthermore states that no regulation made by the company in general meeting shall invalidate a prior act of the directors which would have been valid if the regulation had not been made. Thus, if the directors appoint X chairman of the board, a resolution of the company in general meeting deposing him will not be a valid resolution, and will have no effect. This, of course, does not hold good if the directors can be proved to have acted *mala fide*. But the position, broadly speaking, is that the directors are not the servants or agents of the shareholders, but are to be taken to be the persons who by the regulations of the company are entrusted with the control of the company's business. They can only be dispossessed of that control by the statutory majority of votes which can alter the articles. They, as directors, are not bound to comply with the directions of the shareholders acting as individuals. The remarks of Buckley, L.J., in *Gramophone, Ltd.* v. *Stanley* [1908] 2 K.B. at 105. Therefore, having once given directors, as apart from the company, powers to do certain acts, the company can only prevent them from acting under their powers by a special resolution altering the articles.

To return now to the rights of our hypothetical minority director who finds himself outvoted upon the board, and who feels that he is not having his fair say in the management of the company. Not infrequently cases occur in which such directors have found out that meetings of the board have been held, of which they have received no notice. The regulations of the company often make no provision for the actual conduct of directors' meetings, but there is authority to show that in the absence of special circumstances every director ought to have sufficient notice of each board meeting: see *Re Homer Consolidated Gold Mines*, 39 Ch. D. 546. In that case a meeting of two directors (the quorum being two) purported to overrule the decision of all five directors made at a meeting when all were present. The resolution passed at the subsequent meeting was held void on the grounds that the notice convening the meeting was irregular. The notice was sent out at 11 a.m. for a meeting at 2 p.m. One of the directors was abroad, one did not receive the notice until the next day, and one sent a verbal message that he could not attend before 3 o'clock, so that the three directors who were not present had not in fact any opportunity of attending. It has been held, however, by the Court of Appeal in *La Compagnie de Mayville* v. *Whitley* [1896] 1 Ch. 788, that it is not necessary for the notice convening the meeting to specify the business which is proposed to be transacted at the meeting. Directors of the company

being the select managing body, can at any meeting of the board deal with all the affairs of the company then requiring attention, whether ordinary or not, and previous notice of any special business is not necessary. Subject to the above remarks, however, the directors may decide what notice shall be given of any board meetings, and may take the business at their meetings in any manner or order that they may think proper.

The articles do usually provide for a quorum at the board meetings. But if they are silent upon the point it has been held that the number of directors who usually act shall form the quorum: see *Regents Canal Iron Co.* [1867] W.N. 79. It is, however, infinitely safer to leave the matter beyond all doubt, by making some provision for a quorum of the board in the articles. The quorum must, it should be remembered, be a quorum of persons competent to vote at the meeting. So in *Re Greymouth Coal Co.* [1904] 1 Ch. 32, where the articles allowed directors to contract with the company, but forbade them to vote on any matter relating to the contract, and provided that two directors should form a quorum, it was held that a meeting of three directors, two of whom were interested in a contract which was the subject-matter of a resolution passed at the meeting, was invalid. Again in the later case of *North Eastern Insurance Co.* [1919] 1 Ch. 198, the directors tried to evade the difficulty by dividing the resolutions (issuing debentures to themselves) into two separate resolutions. But P. O. Lawrence, J., held that the transaction was really one and the same, and that the two resolutions were invalid for want of a disinterested quorum. Nor can a resolution be passed reducing the quorum to one, simply for the purpose of conferring an interest in the property of the company upon a director, and not in the interests of the management of the business at all—S.C., at p. 207. If, however, the company has an article in the form of that of Article 82 of Table A giving the directors power to fix their own quorum, they are entitled to fix the quorum at one if they wish to: see *Fireproof Doors Ltd.* [1916] 2 Ch. 142. That case also decided that, where the company gave power to the directors to delegate their powers to a committee, they were entitled to delegate them to a committee of one. We may notice further that, where a stranger is contracting with a company which by its articles gives the directors power to fix a quorum, and he does not in fact know what quorum has been fixed, he is entitled to assume that a meeting of the directors has been properly summoned, and that a proper quorum was present for giving effect to the transaction in which he is interested: see *County of Gloucester Bank* v. *Rudry Merthyr Co.* [1895] 1 Ch. 629.

(*To be continued.*)

A Conveyancer's Diary.

Further Advances—Searches under the Companies Act.

I HAVE had an interesting point put to me with regard to the effect of s. 94 (2) of the L.P.A., 1925. Section 94 is concerned with tacking and the making of further advances. By sub-s. (1) it is enacted that a prior mortgagee shall have a right to make further advances to rank in priority to subsequent mortgages (*a*) if an arrangement has been made to that effect with the subsequent mortgagees or (*b*) if he had no notice of such subsequent mortgages at the time when the further advance was made by him; or (*c*) whether or not he had such notice as aforesaid when the mortgage imposes an obligation on him to make such further advances. And it is added that the sub-section applies whether or not the prior mortgage was made expressly for securing further advances.

I am not, for my immediate purpose, concerned to dwell upon this sub-section, but I may say in passing that sub-s. (*a*) has always struck me as being particularly fatuous.

The point to which I wish to draw attention really arises upon sub-s. (2), but it is necessary to remind the reader of the provisions of sub-s. (1) in order to lead up to it.

The question is whether a mortgagee who has made an advance to a limited company is bound, if he is to make himself secure, to search the company's file at Somerset House upon the making of every further advance, or whether he need not do so, relying upon sub-s. (2) which reads (as amended by the L.P. (Amend.) A., 1926):—

> (2) In relation to the making of further advances after the commencement of this Act a mortgagee shall not be deemed to have notice of a mortgage merely by reason that it was registered as a land charge or in a local deeds registry, if it was not so registered at the time when the original mortgage was created or when the last search (if any) by or on behalf of the mortgagee was made whichever last happened.
>
> This sub-section only applies where the prior mortgage was made expressly for securing a current account or other further advances.

It seems therefore that when a mortgage is expressed to be made to secure a current account or further advances, it would be folly on the part of the mortgagee to search upon making further advances. But that is by the way. The point at which I am aiming is whether when further advances are made to a limited company there is any obligation to search for charges registered under the Companies Act 1929.

It has been suggested that there is no such obligation by reason of the provisions of sub-s. (5) of s. 10 of the L.C.A., 1925. That sub-section enacts:—

> (5) In case of a land charge for securing money, created by a company, registration under section ninety-three of the Companies (Consolidation) Act, 1908, shall be sufficient in place of registration under this Act, and shall have effect as if the land charge had been registered under this Act.
>
> The sub-section must now be read as though the reference to the Companies (Consolidation) Act, 1908, were to the corresponding provisions of the Companies Act, 1929.

Now, it is said that the effect of the sub-section is to relieve a mortgagee from making any search for charges under the Companies Act where he is proposing to make a further advance in a case where the original mortgage provided for further advances being made or was to secure a current account.

The point is, of course, of great importance in connection with mortgages to secure a current account as it would manifestly be impracticable for a bank to be continuously making searches, and, on the whole, I think that the effect of the sub-section is to put registration under the Companies Act in the same position as registration under the L.C.A., 1925. That seems to me to be the true construction of the words "and shall take effect as if the land charge had been registered under this Act." If not, I do not know what meaning those words can have been intended to bear. There may be some doubt about it, but I can hardly conceive that it would be held to the contrary. If it should be there will be trouble, indeed, for I do not think that it ever occurs to a bank manager to search in such circumstances.

I suppose that it is too much to expect any amendment of the L.C.A., but, perhaps, we may hope for some authoritative decision upon some of the difficulties that arise upon it. In particular, it is to be hoped that we shall be told how s. 13 of that Act is to be reconciled with s. 97 of the L.P.A. I have dealt with this before and have discussed it often in this column and elsewhere, but have not yet found a solution of it which is at all satisfactory. I mention it again because it has recently been brought home to me in actual practice and I am just as much at a loss as ever about it. I think, therefore, that I need make no apology for referring to it now.

May I once more put a concrete case as it actually might arise.

On 1st January A advances money upon a charge of land. He does not obtain the deeds which are held by a prior mortgagee. A's solicitor fails to register his charge until the 3rd January. In the meantime (say on the 2nd January) B advances money on the property and takes a charge, but he does not trouble to register at all, or at any rate does not do so until after A has registered his charge.

Now see what a ludicrous position arises. Section 97 of the L.P.A. provides that "Every mortgage affecting a legal estate in land made after the commencement of this Act, whether legal or equitable (not being a mortgage protected by the deposit of documents relating to the legal estate affected), shall rank according to its date of registration as a land charge pursuant to the Land Charges Act, 1925."

Then turn to s. 13 (2) of the L.C.A., 1925, which enacts that a land charge of Class C (which is the "class" to which I am referring) "shall be void as against a purchaser of the land charged therewith or of any interest in such land unless the land charge is registered in the appropriate register before the completion of the purchase."

"Purchaser," of course, includes a mortgagee.

So what we get is this: Under s. 97 of the L.P.A., 1925, A has priority over B because A's charge was registered first. But under s. 13 of the L.C.A., 1925, A's charge is void as against B, and it would appear that it does not matter whether B has registered his charge or not.

I have heard it suggested recently that there is some way out of this ridiculous impasse, for obviously it was never intended that B should have priority in such a case. I have not, however, been able to find one except by putting such an artificial construction upon the wording of the sections as I should not like to think any judge would adopt.

I am, of course, only dealing with cases of "puisne mortgages"—that is, mortgages not "protected by" the deposit of "documents relating to the legal estate." Quite recently I had a case before me where the documents which were alleged to be "documents relating to the legal estate" consisted of an abstract of title and certified copies of two of the most important deeds in the chain of title. I did not see my way to say that those documents were such as came within the meaning of the expression "documents relating to the legal estate" as used in the Act, but really I should be hard put to it to explain just why they were not.

Landlord and Tenant Notebook.

Clubs.

CLUBS of various kinds have served to illustrate and have added to the law of landlord and tenant in various ways. Members' clubs are, of course, always liable to lead to difficulties in litigation, and the invidious position of trustees who take a lease for the use of a club of this nature was demonstrated by the decision in *Wise* v. *Perpetual Trustee Co. Ltd.* [1903] A.C. 139. The respondents were the executors of one of the trustees of a dissolved club in Sydney, which had occupied leasehold premises held for a term which lasted many years longer than the club. The trustees, as lessees under the lease, had sub-let the premises from time to time after the dissolution of the club; the difference between the rents obtained and the rents due had been supplied by the deceased, the only trustee possessed of sufficient means for the purpose. His executors sought to recover the amounts so expended from other members. The appellant in fact objected only to paying more than his share; but, as was held by the Judicial Committee, in law he owed nothing. For the rules of the club were ordinary rules, not giving the trustees any right of indemnity against members as opposed to club property; indeed, as was said, the feature which distinguishes clubs from societies is that no member as such becomes liable to pay to the funds of the society or to anyone else any money beyond the subscription required by the rules. So the landlords of the property were probably fortunate in having got their rent so long as they did, and the position deserves the attention of those concerned with letting premises to members' clubs on the strength of the members' apparent opulence.

The position of the trustees as defined above, is, I may observe, now set forth in s. 30 of the Trustee Act, 1925.

It is not only the landlord who may suffer by the slipshod way in which members' clubs are often organised. In *Jarrott* v. *Ackerley* (1915), 113 L.T. 371, it appeared that some 2,000 chauffeurs and/or taxi-drivers had been suddenly deprived of the amenities of premises "let" to the Society of Automobile Mechanic Drivers of the United Kingdom, which they formed. An underlease of the premises in question had been granted to the society some years before, the counterpart being executed by someone on its behalf. Now the head lease had been forfeited, and a vesting order was sought; the writ being issued by the society, and subsequently amended by substituting the trustees "on behalf of all the members." It was argued in vain that there was a quasi-partnership (2,000 joint tenants ?) and alternatively that there was a lease to the members at the time of the grant. For there was no evidence of consensus or authority to the person who had executed the counterpart; the club was a mere aggregate of individuals, and had no legal status.

But a members' club has one advantage: it can be carried on and its members may consume refreshments without infringing a covenant against sale. In *Ranken* v. *Hunt* (1894), 10 The Rep. 249, the landlord of premises let with a tenant's covenant not to sell liquor sought to enforce it against a working men's club, the rules of which provided for the sale of beer, etc., the profits to go to the club. It was held that the distribution of liquor on these lines was not a sale as defined by s. 1 of the Sale of Goods Act, 1893. As has been said, a member of a members' club who "buys" from it actually obtains a release of the rights of all other members in an article which is already partly his.

Landlords of buildings consisting of flats should think twice before converting part of the building into a club while the other part is still let. In *Hudson* v. *Cripps* [1896] 1 Ch. 265, the plaintiff occupied a flat in a mansion flat building, and her tenancy agreement, set forth in a printed form and similar to all other tenancy agreements in use in the building, contained stringent covenants as to user, annoyance, alterations and the observance of regulations as to dogs, coal, refuse, etc. All the other tenants having left, the landlord set about converting the rest of the building into a "fashionable" club, with billiard room, club rooms and club bedrooms. The plaintiff asked for an injunction on the grounds of breach of covenant of quiet enjoyment and breach of agreement implied by a scheme; and it was held that the printed form on the face of it showed a scheme, and the landlord's action was a departure from that scheme. The argument that there was a breach of covenant of quiet enjoyment was rejected. Nothing appears to have been said about derogation from grant, a doctrine which might well have been applied, though admittedly an examination of the grant and an examination of the "scheme" cover much the same ground. The decision was followed in *Alexander* v. *Mansions Proprietary Ltd.* (1900), 16 T.L.R. 431, in which the defendants had gradually converted most of the building into a hotel.

The expression "a private club" had to be construed in *Seaward* v. *Paterson* (1896), 12 T.L.R. 525, for the defendant had covenanted not to use premises let to him by the plaintiff otherwise than for that purpose. He had advertised a grand opening night of a sports club, to be held on the premises, tickets for a boxing contest to be sold to members only; but this was explained to mean members and their friends. North, J., had no difficulty in coming to the conclusion that an infringement of the covenant named, and also of a covenant against annoyance, were threatened, and an injunction was granted.

Our County Court Letter.

WIVES' CLAIMS TO HUSBANDS' ASSETS.

(*Continued from* 77 Sol. J. 613.)

In the recent case of *Fitch* v. *Fitch*, at Liverpool County Court, the claim was for possession of a house on the following grounds: (1) The plaintiff (having paid a deposit of £42 and £101 further on account) had taken a conveyance of the house in her own name in 1917; (2) the balance of the purchase money was raised by a mortgage, the interest on which was paid by the defendant; (3) he also paid off £139 in 1918, and had subsequently paid off the balance, viz., £135 as a birthday present to the plaintiff; (4) on the 10th August, 1933, she obtained a separation order (on the ground of desertion) and had since been denied access to the house, which was occupied by the defendant. The defendant's case was that (*a*) he had given the plaintiff £50 as a deposit on the purchase of the house, and had not only paid the rates and Sched. A tax from 1918 to June, 1933, but had also spent £165 on repairs in 1925; (*b*) moreover, he had paid off the whole of the mortgage, viz., £300, and had never given the plaintiff £135 for her birthday; (*c*) it had been mutually agreed that (on his death) the house should go to his daughter. The latter gave corroborative evidence, but His Honour Judge Dowdall, K.C., observed that (1) the documentary evidence all showed that the plaintiff had bought the house, (2) even though the defendant had paid £583, this had been in contemplation of the parties living together. An order was therefore made for possession in fourteen days.

THE FUNDS OF BOY SCOUTS ASSOCIATIONS.

In *Busley and Others* v. *Glenney*, recently heard at Spalding County Court, the claim was for £11 15s. 8d., as the balance of the funds of the Surfleet Wolf Cub Pack. The plaintiffs' case was that (1) the defendant had resigned her position as cub-mistress in February, 1932, when the sum of £21 14s. 8d. was in hand; (2) the first plaintiff had then been appointed cub-master, but was unable to collect that amount from the defendant, who (having collected most of the money from her friends) apparently contended that she could devote it to some other club; (3) nevertheless, in June, 1932, the defendant had paid about half the amount (£9 19s.) to the Vicar. The defence was that (*a*) the plaintiffs were not entitled to sue, as their appointment (as the Surfleet Scouts Group Committee) had not been confirmed—either by the District Commissioner or by the county Scout Commissioner; (*b*) there had been an agreement to refer the question to the new Vicar of Surfleet as arbitrator, and he had decided that the amount be halved between the parties. His Honour Judge Langman held that the technical point (*a*) succeeded, as there was no evidence that the plaintiffs were a properly constituted committee. It was therefore held that they could not sue, and a non-suit was entered. Compare "The Tenure of Sporting Trophies," in "Our County Court Letters" in our issues of the 22nd July and 16th September, 1933 (77 Sol. J.) 519, 640.

LIABILITY FOR FUNERAL EXPENSES.

In the recent case of *Parsons* v. *Cox*, at Chesham County Court, the claim was by an undertaker for £16 4s., being the charge for the burial of the defendant's wife. The defendant's case was that, (*a*) his late wife (who was the mother-in-law of the plaintiff, at whose house she had died) had left a will, under which the sole beneficiary was the plaintiff's wife, (*b*) the latter had given her husband (the plaintiff) the instructions for the funeral, and she was therefore liable to pay his account. His Honour Judge Hargreaves held, however, that it was the duty of a husband to bury his wife, and judgment was therefore given for the plaintiff for the amount claimed, and costs. This principle appears to have been first laid down in *Jenkins* v. *Tucker* (1788), 1 Hy. Bl. 90, and lastly, in *Bradshaw* v. *Beard* (1862), 12 C.B. (N.S.) 344.

Land and Estate Topics.

By J. A. MORAN.

What may be accepted as a promising sign of an improved market for real estate is the return of the "dealer," an individual who was much in evidence during the boom period in the old Auction Mart at Tokenhouse Yard. He knows when there are buyers about; and a desire to pick up a bargain when chance comes his way, and sell it again at a good profit induces him to get a move on. But it is not long before he is identified by the man in the rostrum, as it is part of his plan of campaign to influence nervous bidders by asking ridiculous questions, and making very low offers.

Undoubtedly, the demand for small investment securities, just now, is very keen; in fact, I have the assurance of those who are in the best position to form a correct opinion of the true aspect of affairs, that the difficulty at the moment is to keep pace with the requirements of those who are beginning to realise that bricks and mortar are more likely than not to yield a good return on capital. The Mart in Queen Victoria-street has been established for about a dozen years, but it was only on three occasions that last week's total was exceeded.

The series of rules for the improvement of real estate practice already agreed upon, provisionally, between the councils of the Chartered Surveyors Institution, the Land Agents Society, the Auctioneers and Estate Agents Institute and the Incorporated Society of Auctioneers, was approved of at a recent meeting of the first-named body. It is believed that a similar attitude will be adopted by the other organisations.

There are other land speculators beside those who operate in syndicates; these are the men who act on their own, guided, of course, by frequent interchange of thought with a competent local valuer. The men who really matter are those who work in groups, and they are very quick to recognise the improvement in the general outlook. What appeals to them most of all are old family domains within easy reach of London; they afford opportunities for development that are denied to areas, otherwise suitable, but are outside the beaten track. The building speculators have begun to realise that the house that can be bought for a nominal sum down, and a weekly instalment that is out of all proportion to what one might reasonably expect to be a reasonable rental value, may be dear at any price, and there appears to be, in consequence, an increasing disposition on the part of the public to remove to more substantial houses in neighbouring districts, even if the financial and other obligations show an increase.

A leading London firm of auctioneers are of opinion that a farm can be purchased and equipped at the present time for a comparatively moderate outlay of capital. This is important in view of the improved prospects for the leading industry of the country. There is, at the moment, no great disposition to sell. Those who have, prefer to hold, when that is possible. But, unfortunately, there are others whom stress of financial circumstance have compelled to realise, and these afford excellent opportunities to join the industry just when it is beginning to recover from a long period of depression.

Humour in the auction room is of very rare occurrence, for the simple reason that the audience is too much bent on business to appreciate the light side of human tendencies. In consequence, many members of the profession purposely desist from anything in the nature of frivolity while in the rostrum. Only a few days ago Mr. T. S. Wootton made an effort to clear the atmosphere with a little joke. He was offering for sale a large freehold office building in Lime-street, and qualified his allusion to the "excellent tenants" by a pointed reference to those on the first floor. Perhaps it might be well to make some inquiries about them. Most probably there was not a person in the room who was unaware of the fact that the sly allusion was meant for the well-known city firm of which the auctioneer was, and is, the worthy head, but the little joke was lost on a dull and listless audience.

The object of a book by Mr. Ronald B. Sunnucks, and published (price 1s.) by The Banbury Publishing Co., 47, New Oxford-street, W.C., is to give "in a comprehensive and concise form the advantages and disadvantages of investing in property as a source of income." To attempt this in about thirty small pages, requires some pluck, if not assurance. The volume may interest novices; but the investor or speculator in real property will continue to pin his faith to the advice of a responsible, local valuer whose qualifications and practical experience are the things that really matter.

In Lighter Vein.

THE WEEK'S ANNIVERSARY.

Unable to rely on any of the more eminent lawyers of the day to bring Charles I to his death, Cromwell picked on John Bradshaw, a barrister "not much known in Westminster Hall, but of good practice in the chamber." He it was, therefore, who pronounced the most momentous sentence in the history of English law and who afterwards presided over "Cromwell's new slaughter house," his arbitrarily created High Court of Justice for the trial of Royalists. However, as a stout republican, he was far from approving all the autocratic doings under the Protectorate, and when the Long Parliament met its end at the hands of the army, the Speaker being arrested, Bradshaw rose from a sick bed, went to the Council of State, energetically denounced the deed, "raved like a madman and flung out of the room like a fury." He went back to his residence at the Deanery at Westminster, a dying man, and on the 31st October, 1659, expired of a quartan ague. "He declared a little before he left the world that if the King were to be tried and condemned again he would be the first man that would do it." He was buried in the Abbey with great pomp, but his body was not to rest in peace, for when the reaction came, it was dug up with those of Cromwell, Ireton and Pride and hung on the gallows at Tyburn.

YOUTH TESTIFIES.

During a recent King's Bench action, Mr. Justice Hawke invited a small witness of six to go up beside him and held his hand while he was questioned. Thus encouraged, the young man gave very helpful answers. Mr. Justice Hawkins once took even more trouble to make a little boy at home in the witness-box. Examining him to see whether he understood the duty of telling the truth he asked, "If I were to say you had an orange in your mouth, would that be the truth?" "No, it would be a lie." "And if I said you had one in your hand?" "That would be another lie." "And if I promised you a bag of oranges and then didn't give them to you, what would that be?" "That would be a lie." "And if I did give them to you?" "That would be the truth." "Very well, I will." And he did. Examinations of this sort sometimes produce odd results. Quite recently a boy of nine called to give evidence at Croydon said he didn't know whether they taught him scripture at school and had never heard of the New Testament. This, however, is not so pathetic as the answers given at the Mansion House by a boy of fourteen in 1850. "Do you know what an oath is?" "No." "Do you know what a Testament is?" "No." "Can you read?" "No." And so on, till at last the magistrate asked "What do you know, my poor fellow?" "I knows how to sweep the crossing."

MARRIAGE À LA MODE.

Apparently it costs about £100 to translate a French "grue" into its English equivalent. For that sum or thereabouts obliging Britons can be found to bestow name, nationality and marriage lines on any foreign lady who, by reason of the profession she follows, may have cause to fear deportation from the shores of this blessed isle. The husbands, of course, vanish from the doorstep of the registry office. Such were the proceedings revealed when two men concerned in organising these transactions were recently convicted at the Old Bailey. The whole idea bears a strong resemblance to the old Fleet marriages of the eighteenth century. In those days, the "parish wedding" was one of the specialities of the dissolute and needy parsons of the neighbourhood of Ludgate. In this simple ceremony, churchwardens finding a female pauper chargeable on them would fish up some half-witted youth from a neighbouring parish and get the couple married, whereupon the new-made bride immediately acquired her husband's settlement, transferring the burden of her support to the churchwardens of his locality. Again, spinsters desperately in debt took the same road and transferred the burden of their obligations to some obliging volunteer (perhaps, a woman disguised as a man) who vanished for ever after the ceremony, while she returned in perfect safety to flourish her marriage lines in the faces of her creditors. All these convenient doings were put an end to by Lord Hardwicke's Marriage Act of 1753.

Correspondence.

[*The views expressed by our correspondents are not necessarily those of* THE SOLICITORS' JOURNAL.]

"Workmen's Compensation Act—Fee for Appeal."

Sir,—Upon entering an appeal on behalf of a workman from a county court to the Court of Appeal under the Workmen's Compensation Act, the usual fee of £5 was demanded for setting down the appeal.

Schedule I 12 of the Workmen's Compensation Act, 1925, provides that no court fee shall be payable by a workman in respect of any proceedings in a court under the Act. In view of this provision, I protested against the payment of £5, and finally paid it under protest. I communicated with the Lord Chancellor, and as a result the fee has been returned to me, and I gather that instructions have been given that in similar cases such a fee is not to be demanded.

Chancery-lane, W.C. W. H. THOMPSON.
23rd October.

The Solicitors Act, 1933.

Sir,—With some reluctance I propose to reply to Mr. G. W. Fisher's letter in the current issue of your Journal.

I think that any man who writes a letter for publication should endeavour (1) to express himself with sufficient clarity to enable the majority of his readers to understand his points and (2) to eliminate anything which is quite unnecessarily offensive.

Mr. Fisher's letter is, in my opinion, unfortunately lacking in both these characteristics.

If his observations are directed at me I do not understand them. I have not indulged in any "gibe" at the expense of Mr. Nevil Smart, and it is a novel proposition to be told that I use language which is "too subtle" for most people.

Those portions of Mr. Fisher's letter which are offensive I ignore. As to the residue (if there is any residue) I would suggest for Mr. Fisher's consideration three aspects of the matter which he has evidently overlooked.

(1) The President of The Law Society stated at Oxford that he agreed with me that "if the profession had reached the point at which a solicitor could not take care of his private affairs without having a partner . . . a very bad day had come for the profession."

(2) Many a solicitor is carrying on his practice without a partner for the simple reason that he has had experience of partnerships and prefers to conduct his practice single handed.

(3) Some men are by nature designed to work alone and do not require the daily assistance of others, just as there are scores of professional men who through lack of confidence, inexperience, or for some other reason, are unfitted to practise except in partnership.

I have nothing more to add to what I said at Oxford. I have no quarrel with Mr. Nevil Smart, though I think that the introduction of this matter into his paper on the Solicitors Act was unfortunate, in that it was calculated to give offence to numbers of solicitors who practise alone.

Victoria-street, S.W.1. M. BARRY O'BRIEN.
25th October.

Reviews.

The Children and Young Persons (Scotland) Act, 1932. By M. G. COWAN, O.B.E., M.A. Foreword by The Hon. Lord SANDS. 1933. Demy 8vo. pp. xxii and (with Index) 428. Edinburgh and Glasgow: William Hodge & Co., Ltd. 12s. 6d. net.

In this manual of the statutes relating to the protection and training of children and young persons in Scotland, Miss Cowan, whose interest in the subject has been fostered by experience on various public bodies, has done good service in making the general scope and effect of the Act of 1932 more easily appreciated by those upon whom will devolve the duty of its administration, or who are otherwise concerned with its beneficent intentions. In an admirable introduction Miss Cowan traces the slow growth of enlightened ideas as to the treatment of children who have in some way come athwart the law, and deals with the newer methods for securing the reformation of erring juveniles and at the same time bringing home to them the fact that they have done amiss. As Lord Sands says in his excellent Foreword, it is essential that well-meaning people, in their justifiable anxiety to avoid identifying the young offender with the hardened criminal, should not overlook the importance for the juvenile offender of the lesson that the way of the transgressor is hard. Carefully edited and well produced, the volume should prove a welcome addition to the legal library.

The Law and the Constitution. By W. IVOR JENNINGS, Reader in English Law in the University of London, of Gray's Inn, Barrister-at-Law. 1933. Crown 8vo. pp. xiv and (with Index) 270. London: University of London Press, Ltd. 6s. 6d. net.

This is an exceedingly able and stimulating little book which must be reckoned with by all who seek to understand that almost elusive thing, the British constitution and the relation to it of law. The work may prove at first a little hard for those entering on a consideration of the subject, but it deserves and will repay careful study. Everyone, it is true, may not be disposed to accept in their entirety the views of the learned author, who is nothing if not critical, and who, as it seems to us, is occasionally unduly hard on the classic volume of "Dicey" on which most of us have been brought up. It is a little startling to find that work treated with so critical a severity as that bestowed upon it by Mr. Jennings; yet it is well to have the *dicta* even of a writer who has attained the rank of a classic tested with such thoroughness as that given to it in this little book and the need for their qualification or amplification pointed out when so much has happened since the last edition of "Dicey" was issued. Indeed, so rapid have been the developments, even of so august an institution as the British constitution, that a fresh treatment was essential, and here we have it in compendious form. Here and there Mr. Jennings' attitude may perhaps border on the hypercritical, as, for example, in his discussion of the implications of Dicey's phrase, "equality before the law." The book is printed in clear type and otherwise is well got up, the only slip we have detected is in a footnote on p. 136, and, curiously enough, it is in the title of an article by the learned author himself contributed some years ago to the *Cambridge Law Journal*, the title of the article being given as "The Right of Argury," instead of "The Right of Angary."

A Short Outline of English Legal History. Third Edition. 1933. By HAROLD POTTER, Ph.D., LL.B., Dean of the Faculty of Laws at King's College, London, assisted by O. HOOD PHILLIPS, M.A., B.C.L., of Gray's Inn, Barrister-at-Law. Demy 8vo. pp. xxi and (with Index) 297. London: Sweet & Maxwell, Ltd. 10s. 6d. net.

To students commencing the study of English legal history this well-printed and well-indexed work, which deservedly has reached a third edition, should be exceedingly helpful, and even to those who may not be students in the narrow sense it should prove interesting. Starting with a general sketch of legal development and an account of the sources—a section which has been considerably expanded, containing a notice of the Year Books, those early volumes which proved so fascinating to the late Professor Maitland—the author then treats of the various courts from the earliest times to the present day, and the law they administer. Then follow special chapters on the history of crime, tort, and contract, the law of property, as it has been affected by recent legislation, and equity. In the section devoted to contract we are given a valuable discussion of the action of *assumpsit* and the role it played in emancipating the law from the shackles of the hard and fast actions of debt, etc., which so often worked grave injustice. Space is also given to the subject of consideration, and the various theories relating to this peculiar doctrine of English law are noted. So far as we have tested the work, we have found it, as we expected we should, very accurate. On p. 126 the statement that the *ex-officio* judges of the Court of Appeal are, *inter alios*, "the Lords of Appeal in Ordinary" requires qualification to this extent, that the Scots Lords of Appeal are not rendered eligible to sit in the Court of Appeal, but this is a very minute point which is not likely to trouble the readers of the volume.

Books Received.

The Trial of William Herbert Wallace. Edited by W. F. WYNDHAM-BROWN, Barrister-at-Law, of the Middle Temple, and of the Northern Circuit. 1933. Demy 8vo. pp. 320. London: Victor Gollancz, Ltd. 10s. 6d. net.

Lush on the Law of Husband and Wife. Fourth Edition. 1933. By S. N. GRANT-BAILEY, of the Middle Temple and Gray's Inn, Barrister-at-Law. Royal 8vo. pp. clxviii and (with Index) 753. London: Stevens & Sons, Ltd. £2 2s. net.

The Yearly Supreme Court Practice, 1934. By P. R. SIMNER, a Master of the Supreme Court of Judicature, H. HINTON, of the Central Office of the Supreme Court, and F. C. ALLAWAY, of the Chancery Division. Demy 8vo. pp. dxi and (with Index) 3030. London: Butterworth & Co. (Publishers), Ltd. 45s. net.

The Howard Journal. Vol. III. No. 4. London: The Howard League for Penal Reform. 1s. net.

Executors and Administrators. By N. E. MUSTOE, M.A., LL.B., of Gray's Inn, Barrister-at-Law. 1933. Demy 8vo. pp. xxxii and (with Index) 208. London: Butterworth and Co. (Publishers), Ltd. 12s. 6d. net.

Death Duties Index and Summary. By D. GWYTHER MOORE, Solicitor of the Supreme Court. 1933. London: Sir Isaac Pitman & Sons, Ltd. 2s. 6d. net.

The Journal of the Society of Public Teachers of Law. 1933. Edited by H. F. JOLOWICZ, M.A., LL.D. London: Butterworth & Co. (Publishers), Ltd. 3s. 6d. net.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29-31, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Enfranchised Copyholds—Executors of Heir according to Custom and Widow with Freebench—Transitional Provisions of L.P.A., 1925.

Q. 2843. In 1919 A (who at the date of his death was possessed of certain copyhold property and who was a tenant on the rolls) died intestate leaving a widow but no lawful children him surviving and leaving B (a brother) the customary heir-at-law in accordance with the custom of the manor. B was not admitted on the rolls. B died in June, 1926, having made a will which was proved by three executors who are now proposing to sell the copyholds originally vested in A. Freebench existed according to the custom of the manor and extended to a third of the income of an intestate's copyhold property. As A died wholly intestate and after the 1st September, 1890, and without issue, his widow would be entitled to £500 out of his estate, or alternatively to a charge upon his real and personal property in proportion to their values (Intestates Act, 1890). It is understood that the £500 has not been paid. The following points appear to arise:—

(1) Would the £500, if and when taken by the widow, be in substitution for, or in addition to the freebench? If she was only entitled to the charge the property on the 1st January, 1926, belonged in equity (B not being on the rolls) to B, subject to the charge of £500, and the legal estate in the former copyholds would, I think, vest in B by virtue of the transitional provisions subject to the equitable charge for £500.

(2) If, on the other hand, the widow is entitled to freebench either additionally to the £500 or to freebench solely, the freebench would appear to be an absolute estate or interest outstanding on the 1st January, 1926, and under the L.P.A., 1925, 1st Sched., Pt. IV, para. 1 (4), the legal estate in the former copyholds would appear to have vested in the Public Trustee, and before a sale can now take place it would be necessary for the executors of B and the widow (who is still living) to oust the Public Trustee by appointing themselves trustees for sale and together convey the property under the trust for sale. Assuming this is done, ought the widow to be joined in the conveyance to release her freebench (if any)?

Apparently the widow's right to freebench will be in addition to the £500 or charge for that sum above mentioned: s. 4, Intestates Estate Act, 1890.

(3) Assuming the vendors' solicitors state that the widow's right to freebench was satisfied before the 1st January, 1926, by B, what evidence ought the purchaser's solicitors to require in proof of this?

A. We think that it is clear that the widow would take the £500 in addition to her freebench: *Re Charriere*: *Duret* v. *Charriere* [1896] 1 Ch. 912, a case of dower, and s. 4 of the Intestates Estates Act, 1890. Thus, after the proportion of the £500 charged on the realty is deducted from the copyholds (which we assume to be the only realty) the widow would take her freebench (*ibid.*, ss. 3 and 4). The position of heir and doweress (or person enjoying the like right) is not specifically dealt with in the transitional provisions of L.P.A., 1925, and has been the subject of conflicting opinions. The view expressed in para. (2), *supra*, is a sound one and accepted by many. If the view is correct, the conveyance would override the freebench (now taking effect behind the trust for sale), and it would not be necessary to join the widow for the express purpose of releasing her freebench. As, however, the position is not free from doubt, and cannot be until the matter has been before the court, we suggest that the conveyance to the purchaser be taken from the widow and three executors as trustees for sale (when so appointed as suggested by our subscriber) and that the executors (as such) and the widow should join to approve the payment of the price to the four of them and to convey and confirm for their respective rights and interests and to release the property from all claims thereon of the executors and the widow. This should put the title beyond question. If it is alleged that the freebench was satisfied before 1926 by B the production of an instrument of release of some sort must be insisted upon.

Appropriation by Executors of Real Estate in Part Satisfaction of Pecuniary Legacy.

Q. 2844. Testator died, and by his will bequeathed a legacy of £1,000 to A. Testator's estate includes a freehold dwelling-house valued at £700, and the executors with the legatee's consent propose to appropriate the same in part satisfaction of the legacy under the powers given them by s. 41 of the Administration of Estates Act, 1925.

(*a*) Could the transfer to the legatee be made by an assent (see "Prideaux," 22nd ed., Vol. 3, p. 550), or will a deed of conveyance be necessary?

(*b*) If by assent will this attract *ad valorem* duty of £1 per cent. on the value of the property? If not, what duty, if any, will be chargeable?

A. As we understand the ruling of the Controller of Stamps, an assent to appropriation in favour of specific or residuary devisees or legatees is exempt from stamp duty, but not one in favour of a pecuniary legatee. The appropriation may clearly be by assent (ss. 36 and 41 of A. of E.A., 1925), but in view of the fact that *ad valorem* duty is apparently payable and that conclusive evidence is required by the executors of the legatee's consent, and that the legatee is entitled to an acknowledgment for production of the probate, the assurance may just as well be by conveyance, in which the legatee joins to express his consent.

Executrix Continuing Business—Liability.

Q. 2845. A, a trader, dies, and immediately after his death his widow (the executrix named in his will) orders goods from a few firms with the intention of continuing the business. Very soon after A's death it is ascertained that his estate is insolvent. The widow convenes a meeting of A's creditors, and a cash composition is paid by a relative. Certain creditors who have supplied goods since the death claim that the widow is liable to pay their debts in full, as the orders were given in her own name. When the widow gave the orders she was not aware of the deceased's insolvency, but she admits that she gave the orders in her own name. Please state whether the widow is personally liable for all goods supplied since her husband's death. If so, is she entitled to be indemnified out of her deceased husband's estate to the extent of her liability? Please state authorities.

A. The executrix is personally liable for the debts incurred (*Labouchere* v. *Tupper* (1857), 11 Moore P.C. 198; 5 W.R. 797). Her right to indemnity appears to depend whether in carrying on the business the executrix was intending to carry it on for her own benefit and that of other persons entitled under the will, or for the purpose of properly realising the estate. If for the former reason, the case of *Re Millard, ex parte Yates*

(1895), 72 L.T. 823, is an authority that she is not entitled to indemnity as against creditors of an insolvent estate, (and see *Re Oxley: Hornby* v. *Oxley* [1924] 1 Ch. 604). If the business was merely carried on for the purpose of more effectively winding up, the executrix would be entitled to be indemnified. In any event it seems on principle that the executrix is entitled to an indemnity to the extent (if any) to which the estate has benefited by the goods bought by her. The principle is the same as in the case of improvements effected to real estate (*Vyse* v. *Foster* (1873), L.R. 8, Ch. 309).

Agricultural holding—Compensation to Sub-tenant.

Q. 2846. Clients of mine were owners of certain agricultural land which was then on a yearly tenancy at the rate of £15 per annum to the tenant. This tenant, in turn, sub-let the land, along with other land, at a bigger rent. Some four years ago my clients gave their tenant one year's notice to terminate the tenancy and on the termination of their tenancy they sold the land. Now they have received a letter from the executors of their former tenant claiming compensation for damages for disturbance, on the ground that when my clients gave the notice mentioned above his sub-tenant quitted the entire holding and gave notice of a claim for compensation under the Agricultural Holdings Act. This claim went to arbitration and the sub-tenant was awarded £37 8s. 6d. against the tenant. My clients were not a party to this. I shall be glad if you will let me know to what extent, if at all, my clients are liable for payment of the compensation to the executors of the tenant in respect of the claim made against him by the sub-tenant.

A. There is no privity between the landlords and the sub-tenant, and any claim by the executors of the late tenant is barred by reason of no notice having been given as required by s. 12 (7) (*b*).

Obituary.

Mr. F. J. FRANKAU.

Mr. Frederick Joseph Frankau, Barrister-at-Law, died at Wimpole-street, W., on Saturday, 21st October, in his eightieth year. Mr. Frankau, who was called to the Bar in 1877, was a member of Lincoln's Inn and the Middle Temple.

Mr. P. W. E. SCOTT.

Mr. Patrick William Evelyn Scott, B.A., Barrister-at-Law, died at Harrogate on Wednesday, 18th October. Mr. Scott was called to the Bar by the Inner Temple in 1888.

Mr. R. STEVEN.

Mr. Robert Steven, Barrister-at-Law, of Garden-court, Temple, died at Hampstead on Friday, 20th October. Mr. Steven was called to the Bar by Lincoln's Inn in 1893 and practised on the North-Eastern Circuit. He was for many years hon. secretary of the National Liberal Club.

Mr. E. F. WREN.

Mr. Emil Fitzwalter Wren, Barrister-at-Law, died at his home at Brighton on Tuesday, 24th October, at the age of sixty-two. Mr. Wren was called to the Bar by the Middle Temple in 1911.

Mr. P. A. BAX.

Mr. Percy Alwyne Bax, solicitor, a member of the firm of Messrs. Cohn, Bax, Townsend and Sharpe, of New Broad-street, E.C., and Gray's Inn-square, W.C., died at Chiswick on Sunday, 22nd October, at the age of forty-eight. Mr. Bax was admitted a solicitor in 1919.

Mr. W. H. T. BROWN.

Mr. William Henry Trotter Brown, LL.B., J.P., solicitor, of Wallasey senior partner in the firm of Messrs. J. F. Read and Brown, of Liverpool, died at Wallasey on Friday, 20th October. Mr. Brown was admitted a solicitor in 1895.

Mr. C. R. GRAHAM.

Mr. Charles Ronald Graham, solicitor, a member of the firm of Messrs. Lawrence, Graham & Co., of New-square, Lincoln's Inn, died at a nursing home on Thursday, 19th October. Mr. Graham was admitted a solicitor in 1914.

Mr. E. V. HUXTABLE.

Mr. Edmund Victor Huxtable, a former Under-Sheriff of the City of London and a solicitor who had practised in Cheapside for many years, died in a nursing home at Ewell, Surrey, on Friday, 20th October, at the age of sixty-seven. Mr. Huxtable, who was admitted a solicitor in 1902, was a past president of the United Wards Club, and was a member of a number of Livery Companies. He had held high office in Freemasonry.

Mr. J. A. PHILLIPS.

Mr. James Arthur Phillips, solicitor, a member of the firm of Messrs. R. S. Fraser and Co., of Moorgate, E.C., died at Winchmore Hill on Monday, 23rd October, at the age of fifty-six. Mr. Phillips was admitted a solicitor in 1921.

Mr. G. B. TAYLOR.

Mr. George Brocklehurst Taylor, solicitor, senior partner in the firm of Messrs. Taylor and Buchanan, of Coleford, Glos., died on Monday, 23rd October, at the age of seventy-six. Mr. Taylor, who was admitted a solicitor in 1881, had been in partnership with Capt. Angus Buchanan, V.C., since 1929.

Notes of Cases.

High Court—King's Bench Division.

Queen Anne's Bounty *v.* **Thorne.**

Swift and Du Parcq, JJ. 13th October, 1933.

Tithe Rent-charge—Distress for—Ten Days' Notice required before Distraining—Household Furniture lawfully seized—Tithes Commutation Act, 1836 (6 & 7 Will. IV, c. 71), s. 81—Tithe Act, 1891 (54 Vict., c. 8), s. 2 (1) (2).

This was the appeal of Ernest J. Thorne, of Church Farm, Coombe Bissett, Salisbury, from a decision of Judge Maxwell, given at Salisbury County Court on an application by the registrar of the court for leave to sell by tender goods seized in distress for tithe rent-charge due from the appellant to the Governors of Queen Anne's Bounty. The two questions for the consideration of the court were: (1) Whether, as the county court judge held, household furniture could lawfully be seized for tithe rent-charge; and (2) whether ten days' notice of intention to distrain ought to have been given to the appellant. The county court judge held that ten days' notice need not be given, and the appellant now appealed on both points.

Swift, J., said that he would deal first with the point as to the ten days' notice. That point was one of considerable importance, and it was one which he had considered very fully in *Warden and Scholars of New College, Oxford* v. *Davison* (77 Sol. J. 589). In that case he had formed the opinion that notwithstanding the provisions of the Tithe Act, 1891, it was still necessary, in the protection of the landowner, that before a distress was levied on his goods and chattels he should have ten days' notice. He (his lordship) had nothing to add to what he then said on that point. The second point was one of considerable interest, and, so far as he knew, of absolute novelty. By s. 81 of the Tithe Act, 1836, power was given to the person entitled to tithe rent-charge to distrain on the land of the person liable to pay it. The question had never been raised as to what goods and chattels might be seized, and the court had to decide for the first time the question,

"What goods may the tithe-owner seize?" Before 1836 it was agreed that the tithe-owner had no right of distress at all, that was, he had no right analogous to the common law right of a landlord to go in and seize his tenant's goods and chattels for rent. The tithe-owners' rights were clearly confined to the property which rendered the holding liable to tithe. In 1836 an Act was passed for the commutation of tithe in England and Wales, by which, instead of tithes being paid in kind, the rights and liabilities of the parties were commuted, and a money payment calculated according to the provisions of the Act was to be paid. As the owner was to receive a money payment instead of his tenth in its ordinary shape, a right of distress was given him, and the whole question was whether it gave him a right to distrain on goods titheable before 1836, or whether it extended to all goods not specifically protected from distress. It was to be noted that a distress was the taking of a personal chattel, not a seizure of the land, and therefore a statement that a person should be at liberty to distrain on the land could only mean that he was at liberty to go on the land and seize personal chattels on the land. Similarly, the power to dispose of the distress must mean to dispose of the goods and chattels seized. He saw nothing in s. 81 of the Act of 1836 to limit the chattels to any particular class of chattels. He thought that it was obvious that when Parliament substituted for the right to take a tenth of the produce a right to receive a money payment, and gave a right of distress to enforce it, the person entitled might distrain anything that was on the land and which was not specifically exempt by some statute. The county court judge was wrong on the point as to notice, and right as to the seizure of furniture.

Du Parcq, J., gave judgment to the same effect, and the appeal was allowed, with costs. Leave to appeal on both points was given.

Counsel: *A. T. Miller*, K.C., and *A. W. Roskill*, for Thorne; *J. E. Singleton*, K.C., *W. H. Duckworth*, and *A. H. Armstrong*, for Queen Anne's Bounty.

Solicitors: *Edward F. Iwi*, for *A. B. Lemon*, Salisbury; *Hamilton, Fulton, Sant & Jones*, Salisbury.

[Reported by Charles Clayton, Esq., Barrister-at-Law.]

Gray *v.* Blackmore.

Branson, J. 13th October, 1933.

Motor Car—Insurance—Personal Injury Action—Conditions of Policy Broken—Insured not Protected by Road Traffic Act, 1930.

In this case the plaintiff, John Fawcett Gray, who claimed against the defendant, Ernest Blackmore, a Lloyd's underwriter, under a policy of insurance, had been sued for damages for personal injuries arising out of a motor car accident, and he claimed under the policy to be indemnified against any sum for which he might be found liable. The defendant had repudiated liability under the policy. The plaintiff was a garage proprietor and owner of a Morris Oxford motor car. The defendant was a subscriber to a motor car policy issued to the plaintiff on the 2nd July, 1932, to cover the use of the car from the 21st June, 1932, to the 21st June, 1933. On the 16th November, 1932, the plaintiff went with the insured car to attend to a broken-down car. He found that it could not be repaired there and then, and decided to tow it, not in fact for reward, but simply a short distance away for fear of trouble with the police if it was left where it was. He began to tow it round a corner, but he immediately heard a shout and found that a man had been knocked down by the car he was towing. The man, one Hamilton, had brought an action claiming damages from the plaintiff, and the plaintiff now sought to protect himself under his policy. The defendant repudiated liability under the policy. The plaintiff in his proposal form disclosed that his business was that of a garage proprietor. The policy included in its definition of "private purposes" use by him in person in connection with his business, but the policy also provided that it did not cover use for any purposes in connection with the motor trade.

Branson, J., said that two questions arose: (1) Whether on the terms of the policy as it stood the plaintiff was covered at the time of the accident; and (2) whether, even if on the terms of the policy the plaintiff was not covered, the effect of the Road Traffic Act was such as to vary the position that, in spite of the terms of the policy, the plaintiff could nevertheless claim an indemnity. To ascertain the meaning of the conditions in the policy it was necessary to read them as a whole, and in his view their effect was to permit the car to be used in connection with the insured's business unless he was in the motor trade. If he was in that trade the use of the car in it was excluded. He had come to the conclusion that, although the plaintiff made no charge for the specific act of towing the disabled car, he was to have the repairing of that car and was to charge for it, and that the whole transaction was therefore one connected with the motor trade and that on the words of the policy the car was not covered. It was contended, however, that because the defendant had issued a certificate saying that the plaintiff was insured in accordance with the Act he was estopped from relying on the conditions in the policy. But the certificate contained on its face a statement of the conditions limiting liability, and he could not see how any question of estoppel could arise. Unless, then, there was something in the Act to alter the relations of the parties the words of the policy protected the defendant. There was nothing in the Act to prevent an underwriter and an insured agreeing to a policy which contained any conditions which they thought fit. The action therefore failed, and would be dismissed, with costs.

Counsel: *G. Beyfus*, K.C., and *Manningham-Buller*, for the plaintiff; *Schiller*, K.C., and *Philip Vos*, for the defendant. *Edward Terrell* held a watching brief for the plaintiff in the action for personal injuries.

Solicitors: *Emanuel, Round & Nathan; William Charles Crocker.*

[Reported by Charles Clayton, Esq., Barrister-at-Law.]

R. Smith and Son *v.* Eagle Star and British Dominions Insurance Co. Limited.

Roche, J. 18th October, 1933.

Workmen's Compensation—Industrial Disease—Date of Disablement fixed at a Later Date than Expiration of Policy—Gradual Process of Disease—Contracted during Currency of Policy—Employers covered by Policy.

This was an award stated by an arbitrator in the form of a special case.

The respondents, the Eagle Star and British Dominions Insurance Co., Limited, by a policy issued on the 30th June, 1927, to the appellants, R. Smith and Son, undertook to indemnify and protect them under the Workmen's Compensation Act, 1925, the Employers' Liability Act, 1880, Lord Campbell's Act, 1846, or at common law, against liability, however incurred, in respect of personal injury or disease, fatal or non-fatal, "which during the continuance of this policy shall be sustained or contracted by any workman while in the employers' direct employ." On the 31st March, 1928, one Hill entered the employment of the appellants as a file cutter. He left the appellants' employment on the 31st October, 1931, and became unemployed. On the 30th December, 1932, he was examined by the Silicosis Board and was certified as being totally disabled by silicosis and tuberculosis, and the total disablement was certified as having begun on the 18th July, 1932. The certificate also declared that the appellants were his last employers. Hill then claimed compensation from the appellants under the Silicosis Scheme. The appellants admitted liability and paid him compensation at the rate of 30s. a week. Meanwhile, on the 16th June, 1930, the policy

in question had lapsed ; the premium in respect of Hill having been duly paid until that date. For more than twenty years before he entered the appellants' service Hill had been employed continuously by other employers in work of the same kind, and his disease was due to his work. The arbitrator found that before the lapse of the policy in June, 1930, Hill had contracted the disease, but that the disease was a gradual process and it was impossible to fix a date at which it began. He found also that though it was impossible to say that the disease began after Hill entered the appellants' service in 1928, the disease was contributed to by his employment by the appellants. The arbitrator held that the appellants' claim failed.

ROCHE, J., said that he had come to the conclusion that on a true construction of the policy the disease had been "contracted" while the policy was in existence, and that, therefore, the respondents were liable on it. The word "contracted" covered the gradual process of the disease and was not limited to the period when the disease was "first contracted." The award must be set aside by a finding in favour of the appellants.

COUNSEL: *R. H. Norris*, for the appellant employers; *Cave*, K.C., and *Fass* for the respondents.

SOLICITORS: *Wainwright and Co.*, for *E. L. Feibusch*, Wolverhampton; *Davies, Arnold and Co.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

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Societies.

Referees (Landlord and Tenant Act, 1927) Association.

ANNUAL DINNER.

This Association held its first annual dinner at the National Liberal Club on 17th October, with Mr. S. P. J. MERLIN in the chair. After the loyal toasts had been honoured, the health of The Bench was proposed by Mr. J. GEORGE HEAD, who explained that this privilege had fallen to a layman because he might more independently testify to the great esteem in which the people of this country held those able, impartial and fearless men who presided over its magnificent judicial system. Laymen felt ill at ease in law courts, but their admiration for the judge was often strengthened with gratitude when he interposed to rescue them from too strenuous a cross-examination. Referees had even more reason to be grateful to the Bench, for they were often able to say that a knotty legal question was one which the judge should decide. The judge, however, might perhaps not exactly reciprocate their gratitude or admiration.

Mr. Justice HAWKE, in reply, said that he had been waiting with interest to hear what a layman would make of a toast which had been proposed for centuries. He was grateful to Mr. Head for mentioning neither murder nor divorce—subjects which were popularly supposed to occupy the entire attention of H.M. judges. He welcomed the support of his old friend Judge Crawford, who represented that wholly overworked and hard-working body, the County Court Bench. He also thanked Mr. Head for his kind references to the High Court Bench, but was unable to say anything similar of Judge Crawford. Nobody, he said, who knew how Judge Crawford talked about the High Court could possibly thank him!

Judge CRAWFORD, also in reply, remarked that, as one who had been born with neither a silver nor a golden spoon in his mouth, he felt not only great pleasure but a sense of novelty in indulging in the luxuries of the evening. Mr. Justice Hawke's speech would greatly surprise some of the critics of the Western Circuit, and would have impressed that member of the Bench who long ago had said that the further West he went the more he was convinced that all the wise men had come from the East. The High Court Bench, notwithstanding the terrible cuts to which it had been subjected, lived in a blaze of glory and had some of the enjoyments of life. The County Court Bench, on the contrary, were the Cinderellas and had nothing. When the little they had was taken away from them, the remainder was so little as not to be worth anything, so they did all their work for honour. He would not have it hinted that he had a low opinion of the High Court Bench; the mere fact that he had a higher opinion of the County Court Bench must not, he said, be taken in any derogatory sense whatever.

Mr. S. CARLILE DAVIS, proposing "Other Guests," said that he coupled with this toast the name of Mr. D. Campbell Lee, a lawyer of international repute and a member of both the American and the English Bars. The great democratic nation across the Atlantic was working out its salvation under extreme difficulties. Salaries of Hollywood stars had been cut down. The Roosevelt plan would, however, not be likely to succeed in this country, and he hoped that the salaries of referees under the Act would not be reduced.

Mr. CAMPBELL LEE, in reply, spoke of his high admiration for both the High Court and the County Court Bench. He declined Mr. Davis's invitation to speak on American economics, but said that the closing of the banks, anticipated with such apprehension the night before, had seemed to make very little difference to ordinary life. He did not think the Landlord and Tenant Act was regarded in this country as the blessing it undoubtedly was.

Mr. Justice EVE, in proposing the health of the Association, remarked that within the last three or four days in the Court of Appeal he had gained experience which had taught him much about the duties which referees performed and how high were their abilities. He regretted that he was unable to let the gathering into any secrets, but in good time they would hear the judgment of the Court of Appeal in a certain case in which a suggestion had, forsooth, been made that, if premises happened to have been used for the sale of intoxicating liquors, no goodwill could attach to them. He congratulated the promoters of the Act on having secured so much of lasting benefit after a long struggle with conflicting interests in Parliament.

The CHAIRMAN, in reply, said that the Association now claimed fifty members. The Act, which owed its genesis to Mr. Carlile Davis more than to anyone else, affected over two million business premises and imported hitherto untried principles into English law. The referee was constantly confronted with intricate legal questions, but he was fortunately able either to avoid answering them directly or to refer them to the judge. The Act had been found to be a tremendous weapon of negotiation on the tenant's side and a large percentage of cases had been settled even after analysis of claim had been made and proceedings had been commenced. This fact spoke very highly for the administration of the Act and very gloomily for the pockets of the referees.

Mr. L. G. H. HORTON-SMITH, rebutting a suggestion of the Chairman's that he was only the second best secretary in the country, recalled his work with the Imperial Maritime League and claimed the honour of having brought the Association from a state of infancy to one of vigorous childhood. Recognising that the Act was the most beneficial statute of modern times, he had given himself up to this work, he said, as a patriotic duty.

Mr. H. A. PROCTER, M.P., congratulated the referees somewhat ironically on the large fortunes which they made out of their duties. The Chairman, he declared, ought to be

particularly grateful to the Act, for it had enabled a great many people to understand the book that he had written on the subject. Since 1928 anyone in doubt about the construction of Mr. Merlin's book had merely had to turn to the Act. He was, himself, he admitted, a baby member of the Bar, for he had passed the Bar of the House of Commons and been admitted to the Bar of England in the same month. His Majesty's Judges seemed quite human at the moment, but when he stood before them in Court his tongue clave to the roof of his mouth. They were not at all like the judges in Mr. Campbell Lee's country, who were so democratic that they tried cases with their foot on the table and chewing tobacco.

Among those present were Mr. Justice Eve, Mr. Justice Hawke, His Honour Judge Crawford, His Honour Judge Hargreaves, His Honour Judge Moore, Mr. Edgar Foa, Mr. Harold Bevir, Mr. Arthur R. Rose, Mr. J. A. K. Ferns, Mr. J. A. Weir-Johnston, Mr. G. E. Tunnicliffe, Mr. R. W. Doake, D.S.O., M.C., Mr. L. G. H. Horton Smith, Mr. S. Carlile Davis, Mr. Arthur H. Forbes and Mr. H. A. Procter, M.P.

The Gray's Inn Debating Society.

The Annual Ladies' Night Debate was held in Gray's Inn Hall by kind permission of the Treasurer (Master Sir Walter Greaves-Lord, K.C., M.P.) and Masters of the Bench of Gray's Inn, at 8.15 p.m. on Friday, 20th October, the President being in the chair. The motion before the house was : " That the safety of the British Empire necessitates its maintaining adequate fighting forces." The debate was confined to four speakers, all being visitors. The President having introduced the speakers, the motion was proposed by The Rt. Hon. Earl Stanhope, P.C., D.S.O., M.C. (Under-Secretary of State for War) and opposed by Mr. C. E. M. Joad ; Commander A. Marsden, R.N., M.P., spoke third, and Mr. Lynn Ungoed-Thomas spoke fourth, after which the proposer replied. The motion was carried by 119 votes to fifty, the number of members and guests present being about 200. A hearty vote of thanks to the visiting speakers and to the Masters of the Bench was proposed by Lt.-Col. R. V. K. Applin, D.S.O., M.P., seconded by Mr. John Wood (Vice-President) and carried by acclamation, after which the house adjourned to the Pension Rooms for refreshments, kindly provided by the Masters of the Bench.

The next meeting of the Society will be held in the Common Room, Gray's Inn, at 8.15 p.m. on Thursday, 2nd November. Particulars are to be found on the Society's notice boards.

United Law Society.

A meeting of the United Law Society was held in the Middle Temple Common Room on 23rd October. Mr. T. R. Owens proposed : " That this House approves of the reinstatement of the Chief Tshekedi." Mr. R. S. Johnson opposed. Messrs. Jameson, Burke, Wood-Smith and Hale spoke and Mr. Owens replied. The motion was carried.

The Hardwicke Society.

An ordinary meeting of the Society was held in the Middle Temple Common Room on Friday, 20th October, The Vice-President, Mr. A. Newman Hall, took the chair at 8 p.m. In public business Mr. A. Newman Hall moved : " That Democracy is a failure." Mr. E.Roskill opposed. There spoke to the motion Mr. Menzies, Mr. Petrie, Mr. Davidson, Mr. MacColl, Mr. Howard, the Hon. Secretary, Mr. Walker Smith, Mr. Banerji, Mr. Hare, the Hon. Proposer in reply. On a division the motion was lost by one vote.

Law Students' Debating Society.

At a meeting of the Society held at The Law Society's Court Room on Tuesday, 24th October, (Chairman, Mr. P. H. North-Lewis), the subject for debate was : " That this House deplores the decision of the Judicial Committee of the Privy Council in *Kosckechatko* v. *Attorney-General for Trinidad* [1932] A.C. 78." Mr. W. L. F. Archer opened in the affirmative ; Mr. D. H. McMullen opened in the negative. Mr. B. W. Main seconded in the affirmative ; Mr. D. B. Rubie seconded in the negative. The following members also spoke : Messrs. J. R. Campbell Carter, L. J. Frost, P. W. Iliff, L. F. Sturge. The opener having replied, and the Chairman having summed up, the motion was lost by four votes.

The Auctioneers' and Estate Agents' Institute.

A sessional evening meeting of the members of this institute will be held at 29, Lincoln's Inn Fields, W.C.2, on Thursday, 2nd November, at 7 p.m., when Mr. Arthur H. Davis, F.S.I. (Fellow) will deliver a paper entitled " Dilapidations from the standpoint of the Surveyor and Estate Agent."

Rules and Orders.

THE RENT (RESTRICTIONS) RULES, 1933, DATED OCTOBER 23, 1933, MADE BY THE LORD CHANCELLOR UNDER THE RENT AND MORTGAGE INTEREST (RESTRICTIONS) ACTS, 1920 AND 1923 (10 & 11 GEO. 5. C. 17 AND 13 & 14 GEO. 5. C. 32).

1. The Increase of Rent and Mortgage Interest (Restrictions) Rules, 1920,(*) as extended by the Rent (Restrictions) Rules, 1923,(†) and the Rent (Restrictions) Rules, 1924,(‡) and amended by the Rent (Restrictions) Rules, 1928,(§) shall be further extended so as to apply to applications under the Rent and Mortgage Interest Restrictions Acts, 1920 to 1925,(‖) as amended by the Rent and Mortgage Interest Restrictions (Amendment) Act, 1933 (hereinafter called the Act of 1933).

2. An application to the County Court under the proviso to sub section (2) of section 2 of the Act of 1933 for a certificate that there was reasonable excuse for failure to make application for the registration of a dwelling-house within the prescribed time may be made *ex parte* and in writing according to the form in the Appendix and a certificate granted upon such an application may be issued according to the form in the Appendix and sealed with the seal of the Court.

3. A notice to the council of a county borough or county district under subsection (5) of section 2 of the Act of 1933 that a dwelling-house registered under that section has been determined by the Court to be a dwelling-house to which the principal Acts apply may be given according to the form in the Appendix and sealed with the seal of the Court.

4. The forms in the Appendix to these Rules shall be added to the forms in the Appendix to the Increase of Rent and Mortgage Interest (Restrictions) Rules, 1920, and shall stand as Forms 18, 19 and 20 respectively.

Dated the 23rd day of October, 1933. *Sankey*, C.

APPENDIX.

18.

Application for Certificate of reasonable excuse for failure to apply for registration.

In the County Court of holden at
In the Matter of the Rent and Mortgage Interest Restrictions (Amendment) Act, 1933.

Take Notice that I,
of
the Landlord of a dwelling-house situate at and known as being desirous of registering the said dwelling-house under subsection (2) of section 2 of the above-mentioned Act and having failed to apply for such registration within the time prescribed hereby apply to the Court for a certificate that there was reasonable cause for such failure and I make my application on the following grounds, namely :—
(here set out the circumstances)

Dated this day of 19 .

Applicant.

To the Registrar
of the Court.

19.

Certificate of reasonable excuse for failure to apply for registration.

In the County Court of holden at
In the Matter of the Rent and Mortgage Interest Restrictions (Amendment) Act, 1933.
In the Matter of an Application by
of
as Landlord of a dwelling-house situate at and known as

This Court doth pursuant to the above-mentioned Act certify that there was reasonable excuse for the failure of the above-named to make application for the registration of the above-mentioned dwelling-house within the time prescribed in subsection (2) of section 2 of the said Act.

Dated this day of 19 .

Registrar.

20.

Notice of determination that principal Acts apply to a registered dwelling-house.

In the County Court of holden at
In the Matter of the Rent and Mortgage Interest Restrictions (Amendment) Act, 1933.

Pursuant to subsection (5) of Section 2 of the above-mentioned Act I hereby give you notice that in a proceeding numbered and intituled this Court on the day of 19 determined that the dwelling-house situate at and known as which has been registered under the said Section, is a dwelling-house to which the principal Acts apply.

Dated this day of 19 .

To the Council.

Registrar.

(*) S.R. & O. 1920 (No. 1261) I, p. 1072. (†) S.R. & O. 1923 (No. 901) p. 433.
(‡) S.R. & O. 1924 (No. 818) p. 621. (§) S.R. & O. 1928 (No. 970) p. 765.
(‖) 10-1 G. 5. c. 17 ; 13-4 G. 5. c. 32 ; 14-5 G. 5. c. 18 ; 15-6 G. 5. c. 32.

Legal Notes and News.

Honours and Appointments.

The Lord Chancellor has appointed Mr. C. J. FRANKLAND to be the Judge of the County Courts on Circuit No. 13 (Sheffield, etc.) in the place of His Honour Judge Greene, C.B.E., K.C., who has resigned. Mr. Frankland was called to the Bar by the Middle Temple in 1915.

The Lord Chancellor has appointed Mr. ALAN MONTAGUE SMITH to be the Registrar of Devizes County Court, as from the 23rd October, 1933. Mr. Smith was admitted a solicitor in 1912.

Mr. J. C. DOMINY, solicitor, of Eastleigh, has been appointed President of the Hampshire Incorporated Law Society for the ensuing year. Mr. Dominy was admitted a solicitor in 1902.

Professional Announcements.

(2s. per line.)

THE SOLICITORS' MORTGAGE SOCIETY, LTD. (formed by Solicitors for Solicitors), invites particulars of FUNDS, or SECURITIES. Apply, The Secretary, 20, Buckingham-street, Strand, W.C.2. Telephone No. Temple Bar 1777.

BOROUGH OF WALSALL.

The next General Quarter Sessions of the Peace for the Borough of Walsall will be held at the Guildhall, Walsall, on Wednesday, the 8th day of November, 1933, at 10 o'clock in the forenoon.

TOWN AND COUNTRY PLANNING.

In view of the general importance of town and country planning, not only to local authorities and their officials, but also to private interests concerned in the development of land, and to the wider public interested in the preservation of the countryside, the part of the Annual Report of the Ministry of Health for 1932-33, which deals with this subject, has, as in former years, been published separately.

The provisions of the Town and Country Planning Act, 1932, are briefly described and also the explanatory circular, regulations and orders which have been issued on the subject. A chart illustrating graphically the procedure to be followed in the preparation of planning schemes is included.

The Report contains a statement of the position of planning schemes throughout the country and of the progress of regional planning, and in addition notes of decisions on appeals relating to proposed building or other development and references to some of the salient features in approved schemes and preliminary statements.

Copies of the publication may be purchased, price 1s., directly from H.M. Stationery Office at the following addresses: Adastral House, Kingsway, London, W.C.2; York-street, Manchester; 1, St. Andrews-crescent, Cardiff; 120, George-street, Edinburgh; or through any bookseller.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.	EMERGENCY ROTA.	APPEAL COURT No. 1.	GROUP I. MR. JUSTICE EVE. Witness. Part II.	MR. JUSTICE MAUGHAM. Witness. Part I.
	Mr.	Mr.	Mr.	Mr.
Oct. 30	More	Jones	Jones	*Hicks Beach
„ 31	Hicks Beach	Ritchie	*Hicks Beach	*Blaker
Nov. 1	Andrews	Blaker	Blaker	*Jones
„ 2	Jones	More	*Jones	Hicks Beach
„ 3	Ritchie	Hicks Beach	Hicks Beach	*Blaker
„ 4	Blaker	Andrews	Blaker	Jones

DATE.	GROUP I. MR. JUSTICE BENNETT. Non-Witness.	MR. JUSTICE CLAUSON. Witness. Part I.	GROUP II. MR. JUSTICE LUXMOORE. Non-Witness.	MR. JUSTICE FARWELL. Witness. Part II.
	Mr.	Mr.	Mr.	Mr.
Oct. 30	Blaker	*Ritchie	Andrews	*More
„ 31	Jones	*Andrews	More	Ritchie
Nov. 1	Hicks Beach	*More	Ritchie	*Andrews
„ 2	Blaker	*Ritchie	Andrews	More
„ 3	Jones	Andrews	More	*Ritchie
„ 4	Hicks Beach	More	Ritchie	Andrews

*The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 9th November, 1933.

	Div. Months.	Middle Price 25 Oct. 1933.	Flat Interest Yield. £ s. d.	†Approximate Yield with redemption £ s. d.
ENGLISH GOVERNMENT SECURITIES				
Consols 4% 1957 or after	FA	109⅞	3 12 10	3 7 6
Consols 2½%	JAJO	73¾	3 7 9	—
War Loan 3½% 1952 or after	JD	101¾	3 8 10	3 7 6
Funding 4% Loan 1960-90	MN	110¾	3 12 3	3 7 9
Victory 4% Loan Av. life 29 years	MS	109⅞	3 12 10	3 9 1
Conversion 5% Loan 1944-64	MN	117	4 5 6	3 3 0
Conversion 4½% Loan 1940-44	JJ	111¾	4 0 6	2 10 2
Conversion 3½% Loan 1961 or after	AO	100½	3 9 8	3 9 5
Conversion 3% Loan 1948-53	MS	99¼	3 0 5	3 1 1
Conversion 2½% Loan 1944-49	AO	93¾	2 13 4	3 0 5
Local Loans 3% Stock 1912 or after	JAJO	86⅝	3 9 3	—
Bank Stock	AO	349½	3 8 8	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	78½	3 10 1	—
India 4½% 1950-55	MN	108½xd	4 2 11	3 16 2
India 3½% 1931 or after	JAJO	86⅜	4 0 8	—
India 3% 1948 or after	JAJO	74¼	4 0 9	—
Sudan 4½% 1939-73	FA	111	4 1 1	2 6 5
Sudan 4% 1974 Red. in part after 1950	MN	108	3 14 1	3 7 6
Transvaal Government 3% Guaranteed 1923-53 Average life 12 years	MN	100	3 0 0	3 0 0
COLONIAL SECURITIES				
*Australia (Commonw'th) 5% 1945-75	JJ	111	4 10 1	3 16 9
*Canada 3½% 1930-50	JJ	101	3 9 4	—
*Cape of Good Hope 3½% 1929-49	JJ	101	3 9 4	—
Natal 3% 1929-49	JJ	95	3 3 2	3 8 7
New South Wales 3½% 1930-50	JJ	99	3 10 8	3 11 7
*New South Wales 5% 1945-65	JD	110	4 10 11	3 18 9
*New Zealand 4½% 1948-58	MS	107	4 4 1	3 16 10
*New Zealand 5% 1946	JJ	111	4 10 1	3 16 8
*Queensland 4% 1940-50	AO	102	3 18 5	3 13 5
*South Africa 5% 1945-75	JJ	113	4 8 6	3 12 9
*South Australia 5% 1945-75	JJ	110	4 10 11	3 18 9
*Tasmania 3½% 1920-40	JJ	101	3 9 4	—
Victoria 3½% 1929-49	AO	98	3 11 5	3 13 4
*W. Australia 4% 1942-62	JJ	102	3 18 5	3 14 2
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	86	3 9 9	—
*Birmingham 4½% 1948-68	AO	112	4 0 4	3 9 3
*Cardiff 5% 1945-65	MS	111	4 10 1	3 16 9
Croydon 3% 1940-60	AO	94	3 3 10	3 7 1
*Hastings 5% 1947-67	AO	113	4 8 6	3 14 4
Hull 3½% 1925-55	FA	99	3 10 8	3 11 4
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	99	3 10 8	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	73	3 8 6	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	86½	3 9 4	—
Manchester 3% 1941 or after	FA	86	3 9 9	—
Metropolitan Consd. 2½% 1920-49	MJSD	93½	2 13 6	3 0 5
Metropolitan Water Board 3% "A" 1963-2003	AO	87½	3 8 7	3 9 7
Do. do. 3% "B" 1934-2003	MS	88½	3 7 10	3 8 9
Do. do. 3% "E" 1953-73	JJ	95	3 3 2	3 4 6
*Middlesex C.C. 3½% 1927-47	FA	101	3 9 4	—
Do. do. 4½% 1950-70	MN	112	4 0 4	3 11 0
Nottingham 3% Irredeemable	MN	85	3 10 7	—
*Stockton 5% 1946-66	JJ	112	4 9 3	3 16 2
ENGLISH RAILWAY PRIOR CHARGES				
Gt. Western Rly. 4% Debenture	JJ	103½	3 17 4	—
Gt. Western Rly. 5% Rent Charge	FA	119½	4 3 8	—
Gt. Western Rly. 5% Preference	MA	104½	4 14 9	—
‡L. & N.E. Rly. 4% Debenture	JJ	99¼	4 0 5	—
‡L. & N.E. Rly. 4% 1st Guaranteed	FA	90½	4 8 5	—
‡L. Mid. & Scot. Rly. 4% Debenture	JJ	101	3 19 2	—
‡L. Mid. & Scot. Rly. 4% Guaranteed	MA	94	4 5 1	—
Southern Rly. 4% Debenture	JJ	104	3 16 11	—
Southern Rly. 5% Guaranteed	MA	117½	4 5 1	—
Southern Rly. 5% Preference	MA	105½	4 14 9	—

* Not available to Trustees over par.

† In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other Stocks, as at the latest date.

‡ These Stocks are no longer available for trustees, either as strict Trustee or Chancery Stocks, no dividend having been paid on the Companies' Ordinary Stocks for the past year.

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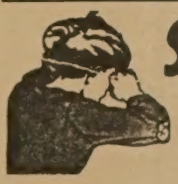

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